

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE: ARC AIRBAG INFLATORS
PRODUCTS LIABILITY LITIGATION

MDL No. 3051

Case No: 1:22-md-03051-ELR

**DECLARATION OF PETER GREEN IN SUPPORT OF SPECIALLY
APPEARING DEFENDANT VOLKSWAGEN AKTIENGESELLSCHAFT'S
REPLY IN SUPPORT OF MOTION TO DISMISS FOR LACK OF
PERSONAL JURISDICTION (FED. R. CIV. P. 12(b)(2))**

I, Peter Green, declare that:

1. I am over eighteen years of age. I make this Declaration in support of Specially Appearing Defendant Volkswagen Aktiengesellschaft's ("VW Germany's") concurrently filed Reply in Support of Motion to Dismiss for Lack of Personal Jurisdiction. The facts set forth in this Declaration are based on my personal knowledge, on matters known to me in the course of employment by Volkswagen Group of America, Inc. ("VWGoA"), or on particular matters made known to me that, consistent with my experience, I believe to the best of my knowledge to be reliable and true. To ensure accuracy, I have verified the facts stated herein with the responsible departments at VWGoA. If called as a witness, I could and would testify to the following:

2. I have been employed by VWGoA since October 2018. Currently, I am a Product Analysis Technical Lead. I am personally familiar with and

knowledgeable about the business functions and organization of VWGoA. I am authorized to execute this Declaration on behalf of VWGoA.

3. VWGoA's rights and obligations with respect to VW Germany products are defined by contract. I have reviewed the Importer Agreement between VW Germany and "Volkswagen of America, Inc. ("VWoA"), a predecessor entity of VWGoA, that Plaintiffs attach as Exhibit 5. The Importer Agreement has been amended since the version attached as Exhibit 5. Nonetheless, Section 3 of Exhibit 5 states that VWoA (now VWGoA) "shall carry on all business pursuant to this Agreement as an independent entrepreneur on its own behalf and for its own account." Similarly, it provides that VWGoA "is not an agent or representative of VWAG [VW Germany] and shall not act or purport to act on behalf of VWAG [VW Germany]." These terms, with minor, non-substantive variations in wording, remain in effect today.

4. VW Germany does not dictate how VWGoA performs its tasks and functions as distributor, marketer, and warrantor of Volkswagen vehicles in Virginia (or elsewhere in the U.S.).

5. From time to time, business units or individuals from VWGoA consult with VW Germany for purposes of coordination. Consultation is a collaborative process. It is not a mechanism by which VW Germany dictates how VWGoA performs its business functions and responsibilities.

6. VWGoA exclusively determines which dealers are authorized to sell, lease and service Volkswagen vehicles in the United States. VWGoA enters into agreements with Volkswagen dealerships on its own behalf and in pursuit of its own business interests. VW Germany is not a party to VWGoA's agreements with authorized Volkswagen dealerships in the U.S. and has no relationship with those dealerships. VWGoA and authorized Volkswagen dealerships are the exclusive entities that advertise and market Volkswagen vehicles for the U.S. market.

7. From time to time, VW Germany establishes guidelines prohibiting advertising or marketing content or placement that is offensive, insensitive, otherwise harmful to the brand, or inconsistent with trademarks. VWGoA adapts these guidelines to its U.S. market.

8. VWGoA, not VW Germany, decides how to market and advertise Volkswagen vehicles in the U.S. It is up to VWGoA to determine which projects to fund with its advertising budget, and it is similarly up to VWGoA to determine what advertising and marketing to conduct to Virginia residents (or those of any other state). VW Germany does not attempt to influence or encourage marketing to Virginia residents (or residents of any other state) specifically.

9. VWGoA, not VW Germany, issues warranties to purchasers or lessees of new Volkswagen vehicles in the U.S. VW Germany does not decide whether a customer's claim should be paid by the customer or under warranty. VWGoA and/or

authorized Volkswagen dealerships make those decisions, in accordance with the terms of the new vehicle limited warranty. VWGoA does not conduct its warranty activities on behalf of VW Germany. It conducts them on its own behalf pursuant to the terms of the new vehicle limited warranties that it issues.

10. VWGoA's former President and CEO, Michael Horn, was a VWGoA employee while acting as its President and CEO. Mr. Horn's employment at VW Germany was suspended while he served as VWGoA's CEO.

11. Similarly, VWGoA's former CEOs, Pablo Di Si and Scott Keogh, were VWGoA employees while acting as CEO. Neither has ever been employed by VW Germany.

12. VWGoA's current CEO, Dr. Kjell Gruner, is a VWGoA employee. Mr. Gruner has never been employed by VW Germany.

13. Dr. Arno Antlitz is a Member of the Board of Management of VW Germany for Finance and Operations and has held that position since April 1, 2021. Dr. Antlitz is also the Chair of the Supervisory Board of VWGoA. He is not an officer or employee of VWGoA.

14. From time to time, certain VWGoA employees may be hired by VW Germany to work at VW Germany, and certain VW Germany employees may be hired by VWGoA to work at VWGoA. In these cases, such employees have no active contract with their original entity and are subsequently hired by the other

entity. The work product of these individuals belongs to only that entity. For example, the work product that an employee generates while working for VW Germany is the sole property of VW Germany. And the work product that an employee generates while working for VWGoA is the sole property of VWGoA.

I declare, under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on May 2, 2025 in Reston, Virginia.



Peter Green